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9 Attorneys for Secured Creditor U.S. Bank, N.A. its Successors and/or Assigns

10 UNITED STATES BANKRUPTCY COURT

11 EASTERN DISTRICT OF CALIFORNIA

12 In re

Bk. No. 10-43518-A-7

13 DALE LYNN WALKER AKA  
14 PISCITELLI DALE WALKER, DALE  
15 PISCITELLI AND DANIEL BLAINE  
16 WALKER AKA DAN WALKER

Motion No. PPR-1

CHAPTER 7

Hearing-

Date : November 29, 2010

Time : 9:00 a.m.

Place : U.S. Bankruptcy Court

501 I Street

Sacramento, CA

Courtroom 28 Dept. A

Judge: Michael S. McManus

17 LEWIS D. PARTRIDGE,

18 Trustee,

19 \_\_\_\_\_ /

20 AMENDED DECLARATION OF OLIVIA A. TODD  
21 IN SUPPORT OF U.S. BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS'  
22 MOTION FOR RELIEF FROM AUTOMATIC STAY

23 I, Olivia A. Todd, declare and state:

24 1. As to the following facts, I know them to be true of my own personal  
25 knowledge and if called upon to testify in this action, I could and would testify competently to  
26 the following facts personally known to me to be true. I am employed as President of National  
27 Default Servicing Corporation, authorized servicing agent on behalf of U.S. Bank, N.A. its

1 Successors and/or Assigns, which (U.S. Bank, N.A. its Successors and/or Assigns) is the  
2 moving party herein ("Lender"). The original Declaration that was filed in this Case incorrectly  
3 identified me as an employee of U.S. Bank and this Amended Declaration is being filed to  
4 correct that error. Regardless, I am familiar with this case and the facts herein and am  
5 authorized to make these statements on behalf of Lender. I have reviewed the loan service  
6 records of U.S. Bank, N.A. before making these statements. The loan service records are kept  
7 within the normal course of business by U.S. Bank, N.A., at or near the time of the event, which  
8 is noted or memorialized. As to any statements re: equity or lack of equity contained within this  
9 Declaration, which are made upon information and belief, these statements are made after  
10 examination of the loan file and after consideration of the following factors:

- 12 1) The loan to value ratio; and
- 13 2) Existence of a junior lien; and
- 14 3) Amount of arrearages.

15  
16 2. Dale Lynn Walker and Daniel Blaine Walker ("Debtors") are individuals and  
17 the Chapter 7 Debtors herein.

18  
19 3. Lewis D. Partridge has been appointed as the Chapter 7 Trustee in the instant  
20 bankruptcy. By the virtue of his position as Chapter 7 Trustee, Lewis D. Partridge may hold  
21 title to the subject property in that capacity. To the extent that relief sought herein is granted,  
22 Lewis D. Partridge should be bound by any such judgment.

23  
24 4. On September 2, 2010, Debtors filed a Petition under Chapter 7 of the  
25 Bankruptcy Code.

26 5. Lender is the current payee and a holder in due course of a promissory note  
27 (which is a negotiable instrument) dated December 23, 2004 in the principal amount of  
28 \$173,000.00 (the "Note") secured by a first deed of trust of same date, which bears interest as

specified therein. The original Note is held by Lender and a copy is attached hereto as **Exhibit**  
“A” and is incorporated herein by reference.

6. The indebtedness evidenced by the Note is secured by a Deed of Trust (the  
“Deed of Trust”) executed and recorded in Yuba County and which encumbers the real property  
located at **1689 Chateau Drive, Olivehurst, California** (the “Property”). A copy of the Deed  
of Trust is attached hereto as **Exhibit “B”** and incorporated herein by reference

7. Debtor has defaulted on the Note and there is now due and owing to Lender:

Unpaid Principal Balance:	\$153,797.20
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Arrearages:

Monthly Payments from August 1, 2010 through October 1, 2010 at \$1,258.48	\$ 3,775.44
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Late Charges	\$ 153.51
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Other Costs	\$ 15.00
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Attorneys' Fees	\$ 900.00
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Subtotal Delinquencies	\$ 4,843.95
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GRAND TOTAL	\$158,641.15
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(Please note that an additional \$1,258.48 becomes due and owing on the 1<sup>st</sup> day of each month,  
as well as an additional late charge 15 days thereafter.)

8. The total amount now owed to Lender on Loan No. XXXX4362 is  
\$158,641.15 as of October 25, 2010.

9. Interest continues to accrue as set forth in the Note.

10. Lender has performed each and every act required by the terms of the Deed  
of Trust.

11. Lender requests authority to initiate foreclosure proceedings relative to the  
Property, but is prevented from doing so by the filing of Debtors' Petition which operates as an

Automatic Stay, prohibiting Lender from taking any action of commencing any Court proceeding to enforce a lien upon the Debtors' real Property.

12. Lender's records reflect that there is currently a second trust deed upon the Property in favor of U.S. Bank. The present unpaid principal balance of said note is approximately \$86,142.00 as evidenced by the Debtors' Schedules A and D filed with this Court, a copy of which is attached hereto as **Exhibit "C"** and is made a part hereof..

13. The commercially reasonable value of the subject Property is approximately \$147,742.00, as evidenced by the Debtors' Schedules A and D filed with this Court, a copy of which is attached hereto as **Exhibit "C"** and is made a part hereof.

I declare under penalty of perjury under the laws of the United States of America the foregoing to be true and correct to the best of my knowledge, information and belief.

DATED: November 16, 2010

By /s/ Olivia A Todd

Olivia A. Todd, President of National Default  
Servicing Corporation  
Loan # XXXX4362  
F.040-2122